

RECORDING REQUESTED BY: )  
Pittsburg River Park LLC )  
55 Hawthorne Street, Suite 555 )  
San Francisco, CA 94105 )

WHEN RECORDED, MAIL TO: )

Barbara J. Cook, P.E. Chief )  
Department of Toxic Substances Control )  
Northern California - )  
Coastal Cleanup Operations Branch )  
700 Heinz Avenue )  
Berkeley, California 94710-2721 )

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY  
(Health and Safety Code section 25355 5)

ENVIRONMENTAL RESTRICTION (Civil Code section 1471(c))

(Re: Former Johns Manville North Parcel Site in Pittsburg, Assessor Parcel Numbers 073-010-007 and 073-010-008)

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This Covenant and Agreement ("Covenant") is made by and between Pittsburg River Park LLC ("PRP" or the "Covenantor"), the current Owner of certain property situated in Pittsburg, County of Contra Costa, State of California, described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"), PRP's successors and assigns, and the California Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("HSC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471(c) and HSC section 25355 5 that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 4.2 acres, is more particularly described and depicted in Exhibit "A." The Property is located in the area now generally bounded by New York Slough on the north, a residential development on the west, and industrial areas on the east. This Property is more specifically described as Contra Costa County Assessor's Parcel Numbers: 073-010-007 and 073-010-008.

1.02. A portion of the Property is more particularly described and identified in Exhibit "B", which is attached hereto and incorporated herein by this reference ("Capped Property") as defined below. The Capped Property is approximately 3.59 acres and is located in the area now generally bounded on the north by New York Slough, a residential development on the west, industrial areas on the east and East Third Street to the south. The Capped Property, is distinguished by a chain link fence surrounding the property as further described in Exhibit "B"

1.03. In 1986, Harding Lawson Associates ("HLA") conducted a remedial investigation to assess the presence and the extent of waste asbestos products in the Capped Property soils. The investigation confirmed the presence of asbestos fibers and asbestos products at the site. Because a hazardous substance, as defined in HSC section 25316, which is also a hazardous material as defined in HSC section 25260, viz., asbestos, remains below the surface of the Capped Property, a deed restriction is required as part of the site remediation. HLA presented the results of the site investigation and the evaluation of mitigation alternatives in a report titled **Remedial Investigation/Feasibility Study, North Parcel, Pittsburg, California** dated September 26, 1986 ("RI/FS"). On December 11, 1986, the Department (formerly known as California Department of Health Services, Site Mitigation Program) approved the soil cover as the remedial alternative for the Capped Property. The remedial activities included installation of a cap over the asbestos impacted area of the Capped Property. The cap-related remedial action included: moisture conditioning and compacting the existing ground surface; placing a 9-inch - thick layer of engineered fill; installing an automatic sprinkler system; and, hydroseeding the cover soil with a grass seed mixture. The cap is described in more detail in the engineering drawings in Appendix B of the report titled "Property Restoration Construction Observations, Manville Pittsburg Plant North Parcel, Pittsburg, California" dated August 12, 1988. The operation and maintenance activities for the Cap are described in the approved **Operation and Maintenance Plan** dated April 5, 2001 or any subsequent revisions.

1.04. The RI/FS was approved by the Department on December 11, 1986. As detailed in the RI/FS, all the surface and subsurface soils within 10 feet of the surface of the Capped Property contain a hazardous substance, viz., asbestos, as defined in HSC section 25316. The Capped Property is intended to be used as a park. The Department concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if the Capped Property is managed in accordance with the restrictions set forth in this Covenant.

1.05. The restrictions set forth in this Covenant are necessary to preclude present and future users' exposure to asbestos that will remain in Capped Property soils.

## ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.03. Occupant. "Occupant" means any Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

## ARTICLE III GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to HSC section 25355.5 (a) (1) (c) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon all Owners/Occupants. Pursuant to HSC section 25355.5(a)(1)(C), this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive Owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the Owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice of any hazardous substances located on or beneath the Property, as required by HSC section 25359.7.

3.04. Incorporation into Deeds and Leases. From and after the date of recordation of this Covenant, the Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property. Further, each Owner or Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN  
ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE  
OF PROPERTY, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_\_\_.

IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY  
THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance or other transfer of any ownership interest in the Property (excluding mortgages, liens, and other nonpossessory encumbrances) made by that Owner. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect a proposed conveyance or transfer, except as otherwise provided by law, by administrative order or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The terms of this Covenant run with the land and will continue in perpetuity unless a variance is granted pursuant to section 6.01, or unless terminated pursuant to section 6.02. Under the March 22, 2005 Voluntary Cleanup Agreement between the Department and PRP, the Department has estimated the costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that pursuant to Title 22 California Code of Regulations section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant. Failure of the Owner to pay such costs when billed is a breach of the Covenant and enforceable pursuant to section 5.01 of the Covenant.

ARTICLE IV  
RESTRICTIONS

4.01. Prohibited Uses of the Property. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation;
- (b) A hospital for humans;
- (c) A public or private school for persons under 21 years of age; or
- (d) A day care center for children

4.02. Soil Management. The Owner shall prepare a Soil Management Plan and a Health and Safety Plan, approved by the Department, prior to conducting activities that will disturb the integrity of the Cap pursuant to Section 4.03(c) below. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law. The Owner shall obtain the Department's written approval prior to removing any contaminated soils from the Capped Property.

4.03. Prohibited Activities on the Capped Property. Except in accordance with the prior written approval of the Department, or in accordance with a determination resulting from

proceedings pursuant to HSC sections 25233 and 25234, the following activities shall not be conducted at the Capped Property:

- (a) Raising of food (cattle, food crops);
- (b) The drilling for drinking water, oil, or gas, or extraction of groundwater for purposes other than site remediation or construction dewatering; or
- (c) Activities that may disturb the Cap (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining), except as authorized pursuant to the Operation and Maintenance Agreement for the Former Johns Manville North Parcel Capped Property, as approved by the Department, or otherwise approved in writing by the Department.

4.04. Notice to the Department. The current Owner or Occupant shall notify the Department of each of the following: (a) the type, cause, location and date of any disturbance or damage to the lowest three inches in depth of the cover soil on the Cap and (b) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of (a) the discovery of any such disturbance and (b) the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.06. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities shall have reasonable rights of entry and access to the Property for the purpose of implementing the operation and maintenance.

## ARTICLE V ENFORCEMENT

5.01. Enforcement. The Department shall be entitled to enforce the terms of this instrument by resort to filing of an administrative, civil, or criminal action, as provided by law or equity, against the Owner(s) and/or Occupant(s). This Covenant shall be enforceable by the Department pursuant to Health and Safety Code, Division 20, Chapter 6.5, Article 8 (commencing with section 25180) and Chapter 6.8, Article 5 (commencing with section 25350). Failure of the Owner, or Occupants to comply with any provision of Paragraphs 4.01 through 4.06 of this Covenant shall be grounds for the Department to require that the Owner or Occupants modify or remove, as appropriate, any improvements constructed or placed upon any portion of the Property in violation of the Restrictions. ("Improvements" herein shall include, but not be limited to, all buildings, roads, driveways, and paved parking areas). All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including the Comprehensive Environmental Response, Compensation, and Liability Act, and

violation of this Covenant shall be grounds for the Department to file civil or criminal actions, as provided by law or equity.

## ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. The Owner or any other aggrieved person may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with HSC section 25233.

6.02. Termination. The Owner or any other aggrieved person may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with HSC section 25234.

6.03. Term. Unless ended or modified in accordance with the paragraphs above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under federal or state law.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Contra Costa within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:     Pittsburg River Park LLC  
                  55 Hawthorne Street, Suite 555  
                  San Francisco, CA 94105  
                  Attention: Mr Michael McMullen

Or, at the Department's discretion to:

Paul Hastings Janofsky & Walker LLP  
55 Second Street, 24th Floor  
San Francisco, CA 94105  
Attention: Mr. Gordon Hart

To DTSC:     Barbara J Cook, P.E., Chief  
                  Department of Toxic Substances Control  
                  Northern California - Coastal Cleanup Operations Branch  
                  700 Heinz Avenue  
                  Berkeley, California 94710-2721

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein, or the application of it to any person or circumstance, is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

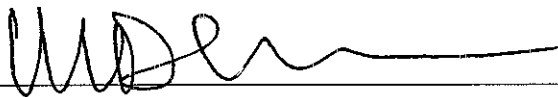
7.06. Statutory References All statutory references include successor provisions

7.07. Annual Reporting Requirements Section 67391.1 of title 22, division 4.5, chapter 39 of the California Code of Regulation titled "Requirements for Land Use Covenants" (22 CCR 67391.1) requires an implementation and enforcement plan to address the monitoring and maintenance necessary to ensure prohibited uses are not occurring on the deed restricted property. This implementation and enforcement plan will be in the form of an annual inspection of the property and an annual report. After the recording of the Covenant, the annual report shall be provided to the Department by January 31st of each calendar year. The annual report shall describe how all the requirements outlined in the Covenant have been met. The annual report, filed under penalty of perjury by the then current Owner(s), shall certify that the Property is being used in a manner consistent with the terms of the Covenant and that all steps have been taken to ensure compliance with the Covenant's terms. If the Owner identifies any violations of the Covenant during the annual inspections, the Owner must within 90 days of identifying the violation; determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Such letter shall be sent by certified mail with return receipt and signature required. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.). The annual report shall

contain a discussion of the integrity of all of the final remedy at the Property and provide recommendation for repairs, if necessary. If violations are noted by the observer, the annual report must detail the steps taken to return to compliance. Additionally, copies of any correspondence related to the enforcement of the Covenant shall be sent to the Department within ten days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.


Covenantor: Pittsburg River Park LLC

By: 

Date: 7/25/2007

Title: Michael McMullen  
Principal

Department of Toxic Substances Control

By: 

Date: 12/5/2007

Title: Barbara J. Cook, P.E., Chief  
Northern California  
Coastal Cleanup Operations Branch



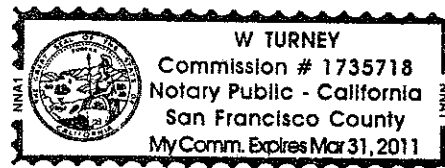
STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO )

On this 25TH day of JULY, in the year 2007, before me W. TURNER NOTARY PUBLIC personally appeared MICHAEL DAVID  
MCMULLEN, personally

~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature W. T. [Signature]



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

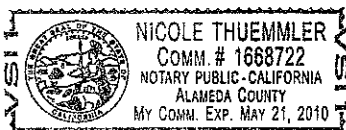
State of California

County of Alameda

On 12/5/07 before me, Nicole Thuemmler Notary Public  
Name and Title of Officer (e.g. "Jane Doe Notary Public")

personally appeared Barbara J. Cook  
Name(s) of Signer(s)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal

Nicole Thuemmler  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of Thumb here

RIGHT THUMBPRINT  
OF SIGNER  
Top of Thumb here

# EXHIBIT A

PARCEL FOUR:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THIRD STREET, PRODUCED EASTERLY, FROM WHICH POINT THE INTERSECTION OF SAID NORTHERLY LINE OF THIRD STREET WITH THE WESTERLY LINE OF EAST STREET, AS SAID STREETS ARE SO LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "OFFICIAL MAP OF THE CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 23, 1914, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, BEARS NORTH 73° 15' WEST, A DISTANCE OF THREE HUNDRED SEVENTY-FIVE (375) FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 16° 45' EAST, A DISTANCE OF THREE HUNDRED ONE AND 33/100 (301.33) FEET TO AN IRON PIPE SET AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY C. A. HOOPER & CO., A CORPORATION, TO THE CALIFORNIA BEAN GROWERS ASSOCIATION, BY THAT CERTAIN DEED RECORDED IN VOLUME 419 OF DEEDS, PAGE 279, RECORDS OF CONTRA COSTA COUNTY; THENCE RUNNING ALONG THE WESTERLY LINE OF SAID LANDS OF THE CALIFORNIA BEAN GROWERS ASSOCIATION, NORTH 16° 45' EAST, A DISTANCE OF FOUR HUNDRED FIVE (405) FEET TO A POINT ON THE SOUTHERLY SHORE OF NEW YORK SLOUGH; THENCE RUNNING ALONG SAID SHORE OF NEW YORK SLOUGH, NORTH 60° 07' WEST, A DISTANCE OF ONE HUNDRED FIFTY-FOUR AND 03/100 (154.03) FEET TO A POINT; THENCE LEAVING SAID SHORE OF NEW YORK SLOUGH AND RUNNING SOUTH 16° 45' WEST, A DISTANCE OF FOUR HUNDRED FORTY (440) FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SECOND STREET IN THE CITY OF PITTSBURG, PRODUCED EASTERLY; THENCE RUNNING ALONG SAID LINE, SOUTH 73° 15' EAST, A DISTANCE OF ONE HUNDRED (100) FEET; THENCE LEAVING SAID LINE AND RUNNING SOUTH 16° 45' WEST, A DISTANCE OF THREE HUNDRED ONE AND 33/100 (301.33) FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY SIDE OF THIRD STREET, PRODUCED EASTERLY; THENCE RUNNING ALONG SAID LINE, SOUTH 73° 15' EAST, A DISTANCE OF FIFTY (50) FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS. 073-010-007 (PORTION)  
073-010-008

PARCEL 5

COMMENCING AT A POINT ON THE SOUTHERLY BANK OF NEW YORK SLOUGH FORMED BY THE INTERSECTION OF THE LINE OF ORDINARY HIGH WATER MARK OF SAID NEW YORK SLOUGH AND THE PRESENT EASTERLY BOUNDARY LINE OF THE CITY OF PITTSBURG; THENCE RUNNING ALONG SAID EASTERLY BOUNDARY LINE OF THE CITY OF PITTSBURG, SOUTH 16° 45' WEST, 480 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF EAST SECOND STREET OF THE CITY OF PITTSBURG; THENCE SOUTH 73° 15' EAST ALONG A LINE WHICH IS AN EXTENSION EASTERLY OF THE NORTHERLY LINE OF EAST SECOND STREET OF THE CITY OF PITTSBURG, A DISTANCE OF 225 FEET TO A CONCRETE MONUMENT SET AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL NO. 2, CONVEYED BY C. A. HOOPER & CO., A CORPORATION, TO JOHNS-MANVILLE INCORPORATED OF CALIFORNIA, A CORPORATION, BY THAT CERTAIN DEED RECORDED IN VOLUME 3 OF OFFICIAL RECORDS, AT PAGE 340, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA; THENCE ALONG THE WESTERLY LINE OF SAID LANDS OF JOHNS-MANVILLE INCORPORATED OF CALIFORNIA, SO CONVEYED BY THE AFORESAID DEED, NORTH 16° 45' EAST, A DISTANCE OF 440 FEET, MORE OR LESS, TO THE LINE OF ORDINARY HIGH WATER MARK OF NEW YORK SLOUGH; THENCE NORTHWESTERLY ALONG THE LINE OF ORDINARY HIGH WATER MARK OF NEW YORK SLOUGH TO THE POINT OF COMMENCEMENT.

ASSESSOR'S PARCEL NO. 073-050-007 (PORTION)

# POR. RANCHO LOS MEDANOS

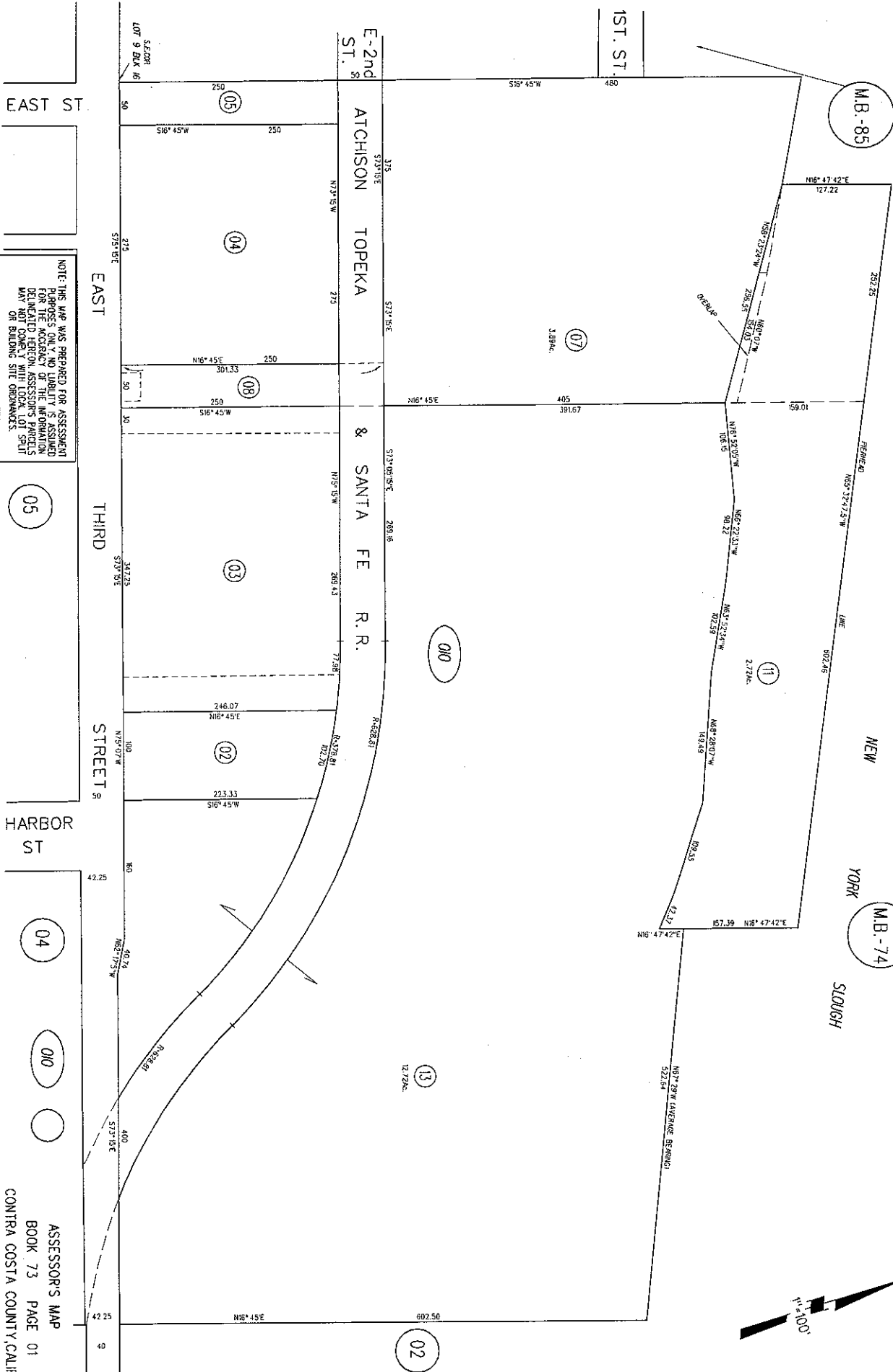
M.B. - 85

NEW

YORK

M.B. - 74

SLOUGH



# EXHIBIT B

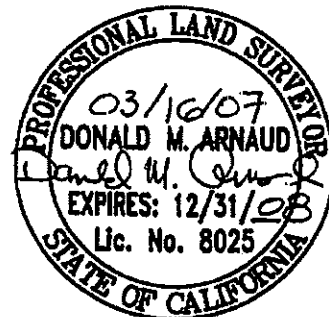
LEGAL DESCRIPTION  
FOR  
AN ENVIRONMENTAL EASEMENT

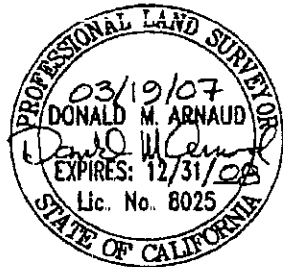
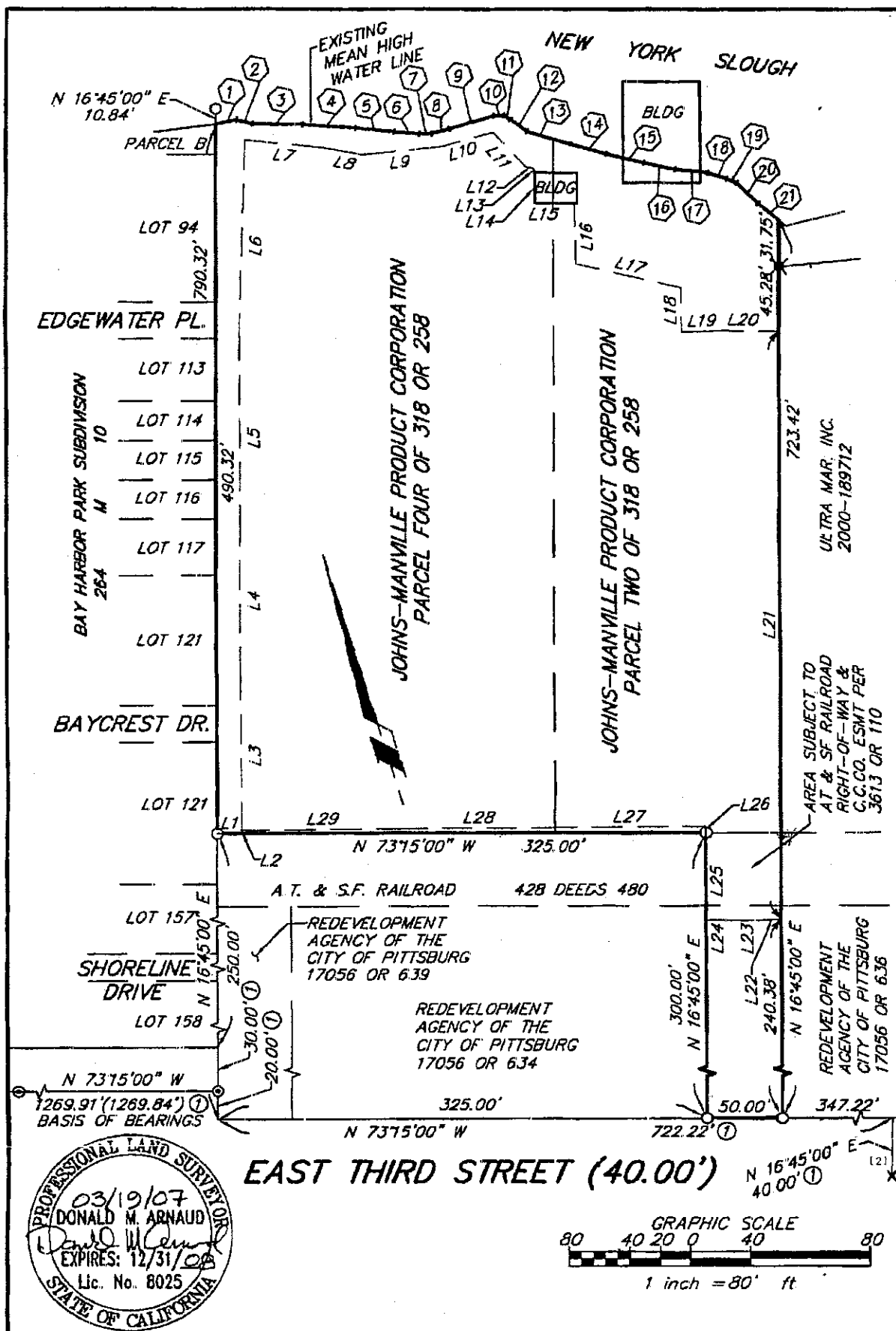
A PORTION OF PARCEL 2 AND 4 AS DESCRIBED IN BOOK 318 OF OFFICIAL RECORDS, PAGE 258 (318 OR 258), CONTRA COSTA COUNTY RECORDS, BEING IN THE CITY OF PITTSBURG, CALIFORNIA; MORE PARTICULARLY IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 158 OF BAY HARBOR PARK SUBDIVISION AS RECORDED IN BOOK 264, OF SUBDIVISION MAPS, PAGE 10; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID SUBDIVISION A BEARING OF NORTH 16° 45' 00" EAST, 252.21 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 73° 15' 00" EAST, 16.82 FEET TO THE POINT OF BEGINNING AT A FENCE CORNER; THENCE ALONG THE EXISTING FENCE LINE THE FOLLOWING COURSES;

THENCE, NORTH 16° 29' 00" EAST, 109.57 FEET;  
THENCE, NORTH 16° 49' 50" EAST, 102.89 FEET;  
THENCE, NORTH 16° 35' 02" EAST, 123.36 FEET;  
THENCE, NORTH 18° 13' 59" EAST, 141.37 FEET;  
THENCE, SOUTH 67° 11' 20" EAST, 53.75 FEET;  
THENCE, SOUTH 61° 56' 05" EAST, 24.96 FEET;  
THENCE, SOUTH 79° 18' 01" EAST, 52.99 FEET;  
THENCE, SOUTH 89° 39' 38" EAST, 35.83 FEET;  
THENCE, SOUTH 25° 23' 08" EAST, 32.88 FEET;  
THENCE, SOUTH 63° 42' 05" EAST, 5.06 FEET;  
THENCE, SOUTH 02° 09' 52" EAST, 2.96 FEET;  
THENCE, SOUTH 15° 43' 06" WEST, 21.53 FEET;  
THENCE, SOUTH 72° 35' 47" EAST, 26.20 FEET;  
THENCE, SOUTH 15° 24' 26" WEST, 41.23 FEET;  
THENCE, SOUTH 59° 50' 28" EAST, 71.31 FEET;  
THENCE, SOUTH 15° 57' 50" WEST, 30.92 FEET;  
THENCE, SOUTH 75° 08' 14" EAST, 27.91 FEET;  
THENCE, SOUTH 72° 30' 04" EAST, 37.01 FEET TO  
THE EAST LINE OF PARCEL TWO (318 OR 258);  
THENCE, ALONG SAID EAST LINE (318 OR 258),  
SOUTH 16° 45' 00" WEST, 406.01 FEET;  
THENCE, NORTH 75° 12' 23" WEST, 12.64 FEET;  
THENCE, NORTH 73° 36' 47" WEST, 24.42 FEET;  
THENCE, NORTH 72° 18' 46" WEST, 12.95 FEET TO  
THE WEST LINE OF PARCEL TWO (318 OR 258);  
THENCE, ALONG SAID WEST LINE (318 OR 258),  
NORTH 16° 45' 00" EAST, 59.98 FEET;  
THENCE, NORTH 13° 38' 32" EAST, 4.30 FEET;  
THENCE NORTH 73° 40' 34" WEST, 100.21 FEET;  
THENCE NORTH 73° 32' 13" WEST, 99.95 FEET;  
THENCE NORTH 73° 42' 02" WEST, 107.79 FEET RETURNING TO  
THE POINT OF BEGINNING, CONTAINING 3.59 ACRES.

END OF DESCRIPTION





W.O. 1792.00

PREPARED BY  
**RCA**  
RONALD GREENWELL  
& ASSOCIATES, INC.  
LAND SURVEYING & DEVELOPMENT  
10 SOUTH LAKE DRIVE, SUITE 1  
ANTIOCH, CALIFORNIA 94509  
TEL (925) 778-0626  
FAX (925) 778-7160

**EXHIBIT 'B' SHOWING**  
**ENVIRONMENTAL EASEMENT**  
**FOR**  
**RENOVA PARTNERS**

CONTRA COSTA COUNTY PITTSBURG, CALIFORNIA

DRAWN: DMA CDD: DMA  
APP'D: DMA  
SCALE: 1" = 80'  
DATE: 03-19-07  
REV: DATE  
SHEET: 1 OF 2



## BASIS OF BEARINGS

TAKEN AS N 73°15'00" W BETWEEN FOUND STANDARD CITY OF  
PITTSBURG STREET MONUMENTS AS SHOWN, PER 68 LSM 19.

**BOUNDARY LINE TABLE**

NO.	BEARING	DISTANCE
①	S 84°53'20" E	14.66
②	S 58°50'54" E	11.27
③	S 72°16'33" E	33.11
④	S 69°21'11" E	34.67
⑤	S 67°20'39" E	25.84
⑥	S 67°32'02" E	16.76
⑦	S 74°49'27" E	8.36
⑧	S 88°28'28" E	12.23
⑨	N 89°30'30" E	31.20
⑩	S 75°50'55" E	6.76
⑪	S 40°46'56" E	5.69
⑫	S 36°02'18" E	13.82
⑬	S 56°34'37" E	30.01
⑭	S 56°56'06" E	24.72
⑮	S 59°33'37" E	25.28
⑯	S 60°30'40" E	21.53
⑰	S 67°02'56" E	22.02
⑱	S 55°24'44" E	13.10
⑲	S 49°24'17" E	7.02
⑳	S 28°47'24" E	20.50
㉑	S 33°12'26" E	17.87

**EASEMENT LINE TABLE**

LINE	LENGTH	BEARING
L1	16.82'	S73°15'02"E
L2	2.21'	N16°44'58"E
L3	109.57'	N16°29'00"E
L4	102.89'	N16°49'50"E
L5	123.36'	N16°35'02"E
L6	141.37'	N18°13'59"E
L7	53.75'	S67°11'20"E
L8	24.96'	S61°56'05"E
L9	52.99'	S79°18'01"E
L10	35.83'	S89°39'38"E
L11	32.88'	S25°23'08"E
L12	5.06'	S63°42'05"E
L13	2.96'	S02°09'52"E
L14	21.53'	S15°43'06"W
L15	26.20'	S72°35'47"E
L16	41.23'	S15°24'26"W
L17	71.31'	S59°50'28"E
L18	30.92'	S15°57'50"W
L19	27.91'	S75°08'14"E
L20	37.01'	S72°30'04"E
L21	406.01'	S16°45'00"W
L22	12.64'	N75°12'23"W
L23	24.42'	N73°36'47"W
L24	12.95'	N72°18'46"W
L25	59.98'	N16°45'00"E
L26	4.30'	N13°38'32"E
L27	100.21'	N73°40'34"W
L28	99.95'	N73°32'13"W
L29	107.79'	N73°42'02"W

## LEGEND

- ⊙ FOUND STANDARD CITY OF PITTSBURG  
STREET MONUMENT PER 68 LSM 19
- ✕ FOUND NAIL & TAG IN ASPHALT,  
NOT LEGIBLE, NRM
- SET 5/8" REBAR WITH PLASTIC CAP, LS 4802
- ✕ FOUND CUT CROSS IN CONCRETE PER 1
- NRM NO RECORD OF MONUMENT

(2)

W.O. 1792.00

PREPARED BY  
**RGA**  
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